

AG Contract No. KR95 1388TRN  
ADOT ECS File: JPA 95-98  
Project: ~~RAM~~-600-1-540 *STP-600-1(009)*  
Tracs: 101L MA 59 H3946 01C  
Section: 101L, Galveston-Frye

INTERGOVERNMENTAL AGREEMENT  
LANDSCAPE MAINTENANCE  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF CHANDLER

THIS AGREEMENT is entered into 25 October, 1995  
pursuant to Arizona Revised Statutes Sections 11-951 through  
11-954, as amended, between the STATE OF ARIZONA, acting by and  
through its DEPARTMENT OF TRANSPORTATION (the "State") and the  
CITY OF CHANDLER, acting by and through its Mayor and City  
Council, (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes  
Section 28-108 to enter into this agreement and has by  
resolution, a copy of which is attached hereto and made a part  
hereof, resolved to enter into this agreement and has delegated  
to the undersigned the authority to execute this agreement on  
behalf of the State.

2. The City is empowered by Arizona Revised Statutes  
Section 48-572 to enter into this agreement and has by  
resolution, a copy of which is attached hereto and made a part  
hereof, resolved to enter into this agreement and has  
authorized the undersigned to execute this agreement on behalf  
of the City.

3. It is to the mutual advantage of the State and the City  
to landscape areas within the right of way on SR-101L at the  
following location:

From centerline roadway station 3324+00 on the  
south side of Galveston to centerline roadway  
station 3396+00 1,950 feet south of Frye, a net  
distance of approximately 1.36 miles including  
median islands on Chandler Boulevard.

THEREFORE, in consideration of the mutual agreements  
expressed herein, it is agreed as follows:

NO. <u>20258</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>10/25/95</u>
<u>Jane Lee Hovell</u> Secretary of State
By <u>Vicky O. Haenwood</u>

## II. SCOPE OF WORK

1. The State will prepare landscape architectural plans for the landscaping and irrigation project and submit them to the City for written approval.

2. After City and State concurrence of the plans, the project will be constructed by the State, using State funds and federal enhancement funds. The City will contribute \$60,000.00 to the State on the project to regrade a stormwater detention basin at Galveston and provide maintenance to same.

3. The City shall furnish and install necessary water services from water mains to the designated locations within the right of way at the State's expense.

4. The City shall furnish all water for landscape installation during the construction phase, and all water thereafter necessary to properly maintain the landscape, all at City expense.

5. After construction and a one year establishment period, the City shall maintain the irrigation system including all testing, adjusting, repairing and operation of the irrigation system, and shall furnish all electrical power necessary to operate the irrigation system.

6. The City hereby agrees to maintain the landscaping after a one year landscaping establishment period. Maintenance shall consist of the care of all landscaping in accordance with accepted horticultural practices, keeping all areas free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying insecticide sprays and dust to combat diseases and other pests, pruning and replanting as required to maintain the landscaping as it was designed, and the repair of all erosion to maintain the final grade established at the completion of the project. The City will not make any changes, additions or deletions without written approval by the State. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic. All traffic control will meet the requirements of the Arizona Department of Transportation's "Uniform Traffic Control Manual."

## III. MISCELLANEOUS PROVISIONS

1. This agreement shall become effective upon filing with the Secretary of State.

2. The terms, conditions and provisions of this agreement shall remain in full force and effect for period of five (5) years from the effective date, unless terminated earlier by mutual consent of the parties hereto or unless this Agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date. Further, this agreement may be terminated by the State at any time upon sixty (60) days written notice. It is understood and agreed that, in the event this agreement is terminated by the City, the State shall in no way be obligated to maintain said landscaping.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E  
Phoenix, AZ 85007

City of Chandler  
City Manager  
25 South Arizona Place #301  
Chandler, AZ 85225-5595

7. Attached hereto and incorporated herein by reference is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.


IN WITNESS WHEREOF, the parties have executed this agreement  
the day and year first above written.

**CITY OF CHANDLER**

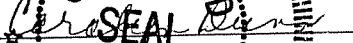
**STATE OF ARIZONA**

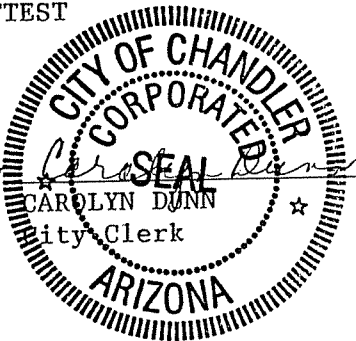
Department of Transportation

By   
JAY TIBSHRAENY  
Mayor

By   
PETER L. ENO  
Contract Administrator

ATTEST

By   
CAROLYN DUNN  
City Clerk

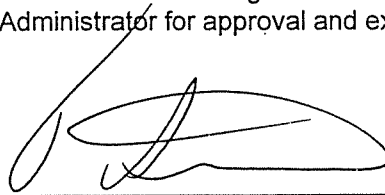


JPA 95-98

**RESOLUTION**

BE IT RESOLVED on this 28th day of June 1995, that I, the undersigned, LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interest of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Chandler for the purpose of defining responsibilities for landscape and maintenance certain areas within the right of way on SR 101L from Galveston Road to Fry Road.

THEREFORE, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.

A handwritten signature in black ink, appearing to read 'L. Bonine', is written over a horizontal line.

LARRY S. BONINE, Director  
Arizona Department of Transportation

RESOLUTION NO. 2410

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AUTHORIZING EXECUTION OF AN AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR THE CONSTRUCTION AND MAINTENANCE OF LANDSCAPING ALONG THE PRICE FREEWAY FROM GALVESTON STREET TO FRYE ROAD.

WHEREAS, the City of Chandler and the Arizona Department of Transportation have jointly participated in the construction of the Price Freeway frontage roads between Galveston Street to Frye Road; and

WHEREAS, the Arizona Department of Transportation will install landscaping for the frontage roads as a separate construction project; and

WHEREAS, local governments typically maintain frontage road landscaping after it is installed; and

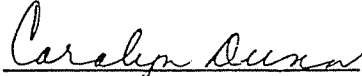
WHEREAS, the City of Chandler and the Arizona Department of Transportation desire to expand the scope of the landscape project to include an enhancement to the retention basin located at the southeast corner of the intersection of the northbound frontage road and Galveston Street;

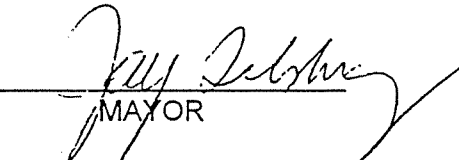
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Chandler, Arizona, as follows:

1. That the "Intergovernmental Agreement - Landscape Maintenance between the State of Arizona and the "City of Chandler", in substantially the form attached hereto, is hereby approved; and
2. The Mayor is hereby authorized to execute said agreement.

PASSED AND ADOPTED by the City Council of Chandler, Arizona this 28 day of September, 1995.

ATTEST:

  
CITY CLERK

  
MAYOR

JPA 95-98

APPROVAL OF THE CHANDLER CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the CITY OF CHANDLER and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 5th day of October, 1995.

Dennis M. O'Neill

City Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

GRANT WOODS  
ATTORNEY GENERAL

MAIN PHONE : 542-5025  
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT  
DETERMINATION

A. G. Contract No. KR95-1388-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 17th day of October, 1995.

GRANT WOODS  
Attorney General

JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

JRR:lsr  
8957G/37



RESOLUTION NO. 2410

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AUTHORIZING EXECUTION OF AN AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR THE CONSTRUCTION AND MAINTENANCE OF LANDSCAPING ALONG THE PRICE FREEWAY FROM GALVESTON STREET TO FRYE ROAD.

WHEREAS, the City of Chandler and the Arizona Department of Transportation have jointly participated in the construction of the Price Freeway frontage roads between Galveston Street to Frye Road; and

WHEREAS, the Arizona Department of Transportation will install landscaping for the frontage roads as a separate construction project; and

WHEREAS, local governments typically maintain frontage road landscaping after it is installed; and

WHEREAS, the City of Chandler and the Arizona Department of Transportation desire to expand the scope of the landscape project to include an enhancement to the retention basin located at the southeast corner of the intersection of the northbound frontage road and Galveston Street;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Chandler, Arizona, as follows:

1. That the "Intergovernmental Agreement - Landscape Maintenance between the State of Arizona and the "City of Chandler", in substantially the form attached hereto, is hereby approved; and
2. The Mayor is hereby authorized to execute said agreement.

PASSED AND ADOPTED by the City Council of Chandler, Arizona this 28 day of September, 1995.

ATTEST:

Carolyn Dixon  
CITY CLERK

Ray Delaney  
MAYOR